BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 16, 17, 2003	Division: Public Works
Bulk Item: Yes X No	Department: Facilities Maintenance
AGENDA ITEM WORDING: Approval of York International for the York Centrifugal Chi	f a Preventative Maintenance Agreement Renewal with iller and associated cooling tower at Jackson Square.
expire. In accordance to the Term of This Agr	3, the current Agreement with York International will reement, the price is subject to an annual escalation based ed rates, and (2), the wholesale price index for metal and
a Preventative Maintenance Agreement with associated cooling tower at Jackson Square.	On March 20, 2002, the BOCC approved to enter into York International for the York Centrifugal Chiller and
terminate on April 30, 2004, and increase cost: STAFF RECOMMENDATIONS: Same as 1	Renew Agreement to commence May 1, 2003 and from \$11,952.00 per year, to \$12,432.00 per year. noted above.
TOTAL COST: \$12,432.00 COST TO COUNTY: \$12,432.00	BUDGETED: Yes X No SOURCE OF FUNDS: Ad Valorem
REVENUE PRODUCING: Yes No _X APPROVED BY: County Atty OM	
DIVISION DIRECTOR APPROVAL:	Dent Pierce, Director Public Works
DOCUMENTATION: Included X	To Follow Not Required
DISPOSITION:	AGENDA ITEM #

March 20, 2003

Jackson Square Mr. Johnny King 500Whitehaed Street Key West, Fl. 33040

Dear Mr. Johnny King:

Thank you for allowing York International Corporation to be of service to you during the past year. The anniversary date of our Maintenance Agreement with Jackson Square is May 1, 2003. After reviewing our current cost, we find it necessary to advise you of a slight increase to \$12,432.00. Therefore, we propose to commence billing \$1,036.00 monthly starting May 1, 2003

Jackson Square is a valued customer to our service organization. We look forward to our continued relationship and thank you for this opportunity to serve you.

If you have any questions regarding our contract or our service in general, please feel free to call me at (305) 940-9675.

Sincerely,

York International Corporation

Ron Dover

Area Service Manager

Ra Llum

APR 0 2 2003
BY: 27



ENGINEERED SYSTEMS GROUP

15712 SW 41 st. Davic, FL 33331 (954) 389-9675 Fax (954) 389-9687 ronald.dover@york.com Cell Phone (954) 444-3716

Apr 2, 2003

John King Monroe County Facilities Maint. 3853 South Roosevelt Blvd Key West, FL 33040

Dear John,

Our price increase is calculated at York International headquarters and is based on our operating cost. Our labor cost has gone up 6% in the last year. Gas cost have risen 15%. The metal cost and other operating expenses have also risen.

Please call me on 954-625-1026 with any questions.

Regards,

Ron Dover

Area Service Manager

Ra Dom

York International



MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

	CONTE	RACT SUMMARY	
Contract with:	York International	Contract #	
		Effective Date:	05/01/03
		Expiration Date:	04/30/04
Contract Purpos	e/Description:	4 77 1 0 4 30	1.01.11
Full Maintena cooling tower at	ance Service Agreement for	or the York Centrifug	gal Chiller and associated
cooming tower at	Jackson Square.		
Contract Manag	er: Ann Mytnik	4431	Facilities Maint./Stop#4
Communication and American	(Name)	(Ext.)	(Department/Stop #)
S DOCC a-t	ing on 04/16/03	Agenda Deadline	a: 04/02/03
for BOCC meeti	ing on 04/16/03	Agenda Deadinie	5. 04/02/03
	CON	TRACT COSTS	
Budgeted? Yes Grant: \$ N/A County Match: \$	N/A ADD	odes: 001-20501-5	ear Portion: \$ _5,180.00 30-461-
Estimated Ongo (Not included in do		For: (eg. maintenance, ut	tilities, janitorial, salaries, etc.)
(Trot allocates as as			en esta en esta por esta en estadorar de entre en entre en estadorar de entre en entre en entre en entre en en
	CON	TRACT REVIEW	
O.M.B./Purchas	Change Date In Needed or $4/7/03$ Yes No ent $3/3/03$ Yes No sing $4/1/03$ Yes No	W Chr	Date Out eviewer 3/31/03 4/1/03 4/2/03
		-	

OMB Form Revised 2/27/01 MCP #2

PREVENTATIVE MAINTENANCE AGREEMENT RENEWAL

(York Centrifugal Chiller and Associated Cooling Tower at Jackson Square)

This Renewal of Preventative Maintenance Agreement is made and entered into this 16th day of April, 2003, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, (Lessor), and YORK INTERNATIONAL, (Lessee), in order to renew that certain Agreement dated March 20, 2002 (a copy which is attached hereto by reference) as follows:

- 1. In accordance to the original Maintenance Agreement, Term of the Agreement, the price is subject to an annual escalation based on (1) cost changes in overhead and union-based rates, and (2), the wholesale price index for metal and metal products. The cost of the agreement therefore increases from \$11,952.00 per year to \$12,432.00 per year.
- 2. Include as part of Terms and Conditions of the original Maintenance Agreement for the Contractor to be responsible for all necessary insurance coverage outlined on the attached forms GL1, VL1, and WC1.
- 3. The term of this Agreement Renewal shall commence on May 1, 2003, and shall terminate on April 30, 2004.
- 4. In all other respects, the original Maintenance Agreement between the parties dated March 20, 2002 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal) Attest: DANNY L. KOLHAGE, CLERK	BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA
By:	Ву:
Witness	YORK INTERNATIONAL
Witness	Ву:
	Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY
STANNE A HUTTON
DATE

DATE



Maintenance Agreement

Customer Name.

Jackson Square-Monroe County

Customer Address:

500 Whitehead Road

Key West, FL

FULL-MAINTENANCE CONTRACT

Entire Chiller Plant

Equipment Address:

Same as Above

York International Representative

Name:

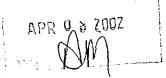
Ben Bigio

Title:

Area Supervisor

Date:

January 9, 2002



FULL-MAINTENANCE PROGRAM

YORK will provide a complete program of preventive maintenance on the systems and equipment listed in "Schedule A". To maintain the equipment in good working order, factory-trained technicians will perform all preventive maintenance tasks in accordance with the guidelines issued by YORK engineering or other manufacturers.

This maintenance program meets the manufacturer's requirements to properly maintain and service your equipment. All work will be performed during normal YORK working hours unless otherwise indicated in the supplemental service section of this Agreement.

The Annual Preventive Maintenance program includes Five Operating inspections and ONE annual shut-down preventive maintenance to evaluate equipment status and brush clean condenser tubes. We will also perform oil change, and other functions, as per YORK guidelines, preparing the units for the next cooling season. Also, YORK will provide a written report of findings, corrective actions, and recommendations following each visit. A list of recommended spare parts will be provided.

SUPPLEMENTAL SERVICES

	Included	Not included	
A. Total Service Coverage-provides all parts and labor required to keep the equipment listed in "Schedule A" in proper operating condition. This level of service offers the maximum protection against unpredictable repair expenditures, as well as ensures reliability and efficiency.	<u>X</u>		
B. Around-the-Clock Emergency Service, 7 Days/Week-YORK technicians will respond to ensure proper and reliable operation of items as listed and designated in "Schedule A". 24 hours a day- 7 days a week (including holidays).	X		
C. Inspections-In the preventive maintenance program described above. YORK will perform Five inspections/year and ONE annual shutdown inspection on the equipment covered by this agreement.	X	·	
D. Refrigerant Conservation Services- YORK Certified Technicians will perform additional leak detection activities and other services, including the use of storage and recycling equipment, in order to ensure compliance with the Clean Air Act and other state and local regulations on all items containing CFC and HCFC refrigerants listed in "Schedule A." York will cover up to 10% of the refrigerant charge annually on each piece of equipment listed.	X		

PRICING AND PAYMENT

The annual price of this Agreement for the Jackson Square Chiller Plant shall be \$ 11,952.00 and is payable monthly at \$ 995.00 upon receipt of the invoice.

SPECIAL CONDITIONS

 A discount of 10% off standard rates will be applied for all work performed outside of this agreement.
 Eddy Current Testing is not part of this agreement but is recommended every (2) years for Condensers and every (3) years for the Evaporators

3. Up to 10% of Refrigerant charge is covered annually under this agreement.

TERM OF THIS AGREEMENT
The term of this agreement shall be one (1) year commencing
After the first 12 months, the price is subject to an annual escalation based on (1) cost changes in overhead and union-based rates. (2) the wholesale price index for metal and metal products.
TERMS AND CONDITIONS

This Agreement is subject to the terms and conditions on the back of this page.

Customer Name: Jackson Square	Offered by YORK International, Representative
Address: Key West, FL	Name: Benjamin Bigio Title: Area Sopervisor Date: January 9, 2002
Accepted By	Approved by YORK International BARBORIO Name: BLUCO BARBORIO Title: District MANAGER Date 03-28-02
Name: Charles Sonny McCoy Tille Marin Mone County	Title: DISTRICT MANAGER
Mary to the 2	Date 03-28-02
121 A 12 1 A	
SEAL SOUNT L KOLLAGE CLERK	
James Hanvol	
DEPUTY CLERK	
APPROVED AS TO FORM DIEGAL SUFFICIENCY	2 .

SCHEDULE A

EQUIPMENT INCLUDED IN THIS AGREEMENT

EQUIPMENT TYPE	QTY.	MANUFACTURER	MODEL#	NOTES
COOLING TOWERS	1			
CONDERSER WATER PUMPS	1			15 HP
CHILLED WATER PUMPS	1			15 HP
FRESH AIR AHU	1			15 TON
CENTRIFUGAL CHILLER	1	YORK	YTG1A3B2	217 TONS

Annual Preventive Maintenance

& Inspection Program for Chillers

The following tasks are performed once a year during a shutdown period in order—to properly evaluate your equipment status and prepare your unit for the next cooling season:

- 1. Checking the Compressor—Motor Assembly for the following items and performing PM tasks as indicated:
- Recording Voltages and Amperes
- Meging and recording motor winding resistance
- Lubricating open motor
- Checking the alignment on open motor drive units
- · Checking the coupling
- Checking seals
- Checking inlet vane operator and linkage; Lubricating where required
- 2. Checking the Compressor Oil System for the following items:
- Changing oil on Centrifugal units only, oil filter and dryer on all units.
- Conducting analysis on oil at an independent laboratory
- Checking oil pump, seal and motor
- Checking heater and thermostat
- Checking all other oil system components including cooler, strainer and solenoid valve where applicable.
- 3. Checking Motor Starter and performing the following tasks:
- Running diagnostic check
- Cleaning contacts or recommending replacement
- · Checking linkage
- Meging motor
- · Checking all terminals and tightening connections
- · Checking overloads, and calibrating
- · Cleaning or replacing air filter where required
- Dry running starter (or before start-up); checking status lights
- 4. Review the New Graphic Control Panel for the following items:
- Running diagnostic check of Micro Control Panel
- Checking safety shutdown operation
- · Checking all terminals and tightening connections
- · Checking Display Data accuracy and set points
- 5. For Centrifugal Chillers, Reviewing the Purge Unit for the following items:
- · Inspecting the operation of the unit

- Changing oil
- Cleaning the sight glasses
- Cleaning orifice in the liquid feedline to coil
- Cleaning the foul gas strainer
- · Cleaning solenoid valves
- · Cleaning purge drum, checking and cleaning float valves; replacing gaskets as necessary
- Checking heater operation
- · Checking all other components for proper condition and operation; recording pressure control set point
- 6. Checking the Condenser for the following items:
- Checking the water flow
- · Checking flow switch operation
- · Removing condenser head and inspecting end sheets
- Mechanically brush cleaning condenser water tubes to be performed by YORK personnel.
- 7. Checking the Cooler for the following items:
- Checking water flow
- · Checking flow switch operation
- · Checking refrigerant level
- 8. Checking the System for the following items:
- Conducting a leak check and identifying leak sources
- Adding refrigerant is not included
- Recording condition of sight glasses
- · Checking the refrigerant cycle to verify the proper operating balance
- · Checking condenser water and chilled water heat transfer
- 9. General items included:
- · Repairing insulation removed for inspection and maintenance procedures
- Cleaning equipment and surrounding area upon completion of work
- · Consulting with the operator
- · Reporting deficiencies and repairs required

OPERATING SEASON INSPECTIONS (Performed During Routine Inspection)

The following inspection items ensure your unit is operating reliably and efficiently through the cooling season.

- 1. Inspecting chiller and adjusting safety controls
- 2. Checking purge operation
- 3. Checking operation of controls
- 4. Checking oil and refrigerant levels
- 5. Checking operation of lube system
- 6. Checking the oil return system
- 7. Checking operation of motor and starter
- 8. Recording operating conditions
- 9. Checking log and reviewing chiller and system operation with operator
- 10. Conducting routine maintenance as recommended and required
- 11. Logging and reporting repairs and parts that are required

Annual Preventive Maintenance & Inspection Program for Cooling Towers

A. The Annual Equipment Shutdown Inspection and PM. The following tasks are performed once each year during a shutdown period in order to properly evaluate your equipment status and prepare you unit for the next cooling season:

- 1. Inspecting the general condition of unit
- 2. Cleaning debris from unit
- 3. Cleaning and flushing sump
- 4. Cleaning sump strainer
- 5. Checking and adjusting sump water level
- 6. Inspecting heat transfer section and reporting on condition
- 7. Inspecting spray nozzles or water distribution pans
- 8. Checking and adjusting fan belt tension (if applicable)
- 9. Checking unit for unusual noise or vibration
- 10. Checking fan bearing locking collars
- 11. Checking motor voltage and current
- 12. Lubricating fan shaft bearings (if applicable)
- 13. Lubricating motor base adjusting screw
- 14. Checking fan for rotation without obstruction
- 15. Checking fan and pump motor for proper rotation
- 16. Inspecting gear box oil for water and other foreign materials
- B. Operating Season Inspections (Performed During Routine Inspection)

The following inspection items ensure your unit is operating reliably and efficiently through the cooling season.

- 1. Inspecting the general condition of unit
- 2. Cleaning debris from unit
- 3. Cleaning sump strainer
- 4. Checking and adjusting sump water level
- 5. Inspecting heat transfer section and reporting on condition
- 6. Inspecting spray nozzles or water distribution pans
- 7. Checking and adjusting fan belt tension
- 8. Checking unit for unusual noise or vibration
- 9. Observing oil level in gear box and adding when necessary (if applicable)
- 10. Lubricating fan shaft bearings (if applicable)

Annual Preventive Maintenance & Inspection Program for HVAC System Water Pumps

- A. Operating Inspection (Performed During Routine Inspection)
 - Starting pumps and verifying proper operation

- 2. Measuring pressure drops with the system to verify proper operation, if gauges are available
- 3. Inspecting motor pump coupling connections

B. Annual Shutdown Inspection

- 1. Checking and cleaning pump strainers if isolation valves are installed and working properly
- 2. Greasing motor bearings
- 3. Inspecting coupling connections for condition and proper operation

ANNUAL PREVENTIVE MAINTENANCE & INSPECTION PROGRAM FOR AIR HANDLING EQUIPMENT

A. Season Start-Up Preparation and Annual Inspection

The following tasks prepare your equipment for cooling duty with reliability, safety and efficiency:

- Verifying the integrity of all flexible duct connections to the unit
- 2. Checking amps and volts of the fan motor
- Checking the operation of motor starters
- Inspection the cabinet for air/water leaks
- 5 Observing the integrity of insulation
- 6. Verifying damper operation
- 7. Inspect the coil area including coil fans, clean coils during regular working hours.
- 8. In heating applications, checking the operation of heating mechanisms and safety
- Verifying the overall operation of the unit and discussing operating experience with customer personnel

B. Operating Season Inspections

The following inspection items ensure your unit is operating reliably and efficiently:

- Inspecting the spring isolators for proper tension and unit float
- Verifying that flexible duct connections are intact.
- Checking fans for excessive vibration
- Checking magnetic starter operation (if applicable)
- Inspecting belts and pulleys during operation.
- 6. Verifying the tightness of motor mounts
- 7. Inspecting cabinets for air and water leaks
- 8. Inspecting the condition of air filters
- 9. Checking water or steam coils for cleantiness (if applicable)
- 10. Checking the operation of electric or gas-fired heating units
- 11 Checking the inlet screens for cleanliness and blockages

TERMS AND CONDITIONS MAINTENANCE CONTRACTS

EXCLUSIONS

I is understood that the following are not the responsibility of the Company under this Acreement:

Operation of the equipment.

- Services, repairs or replacement necessitated by misuse, improper operation, continued operation of covered equipment against Company recommendations, or negligence of customer, customer's employees, agents, contractors or invitees.
- Correction or replacement of equipment or components damaged due to correction, lack of proper water treatment, vibration, electrolytic action, or other causes beyond the control of the Company.

inspections, alterations or replacements required by insurance companies, municipal or governmental authorities. Replacement of major components which cannot be repaired due to age or unavailability of replacement parts.

Replacement or servicing of equipment or components such as pnourmatic piping, fuses, starters, circuit breakers, disconnect switches, electrical and control wining, plumbing, nonmoving parts such as pressure vessels, tubes, panels, duct work, structural supports, and docorative casings unless specifically included in this Agreement.

In the evert that repairs or replacements performed by Company are a recoverable cost or an allowable claim under any policy of insurance under which Customer is an insured party (crimary, additional, or otherwise) or a loss payed. Customer agrees to present such claim to the insurer and to diligently pursue such claim, and Customer further agrees that Company shall be entitled to payment for such repairs or replacements to the extent Customer receives payment from the insurer. Upon request by Company, Customer shall assign as rights under and for such claim to Company.

The work shall not include the detection, abatement, encapsulation, or removal of asbestos or products, materials, or equipment containing asbestos. Customer shall notify Company in writing if any such hazardous materials, including without limitation, asbestos, are present at the job site. Customer shall take adequate precautions to protect Company, as employees, agents and subcontractors from such hazardous materials and will arrange for others to remove or encapsulate such hazardous materials if necessary for the performance of the work Customer agrees to indemnify and save Company, its employees, agents and subcontractors harmless from and against any loss, injury (including death) or liability of any nature arising out of or resulting from exposure of any person or property to hazardous materials at the job site.

INITIAL INSPECTION

During the lirst 30 days of this Agreement or upon seasonal start-up, if Company should find any equipment covered under this Agreement to be in need of repair and replacement, Company will inform the Customer in writing of the equipment condition and the proposed corrective action. When the Company so notifies the Customer, it is understood that Company will not be responsible for the present or future repair or replacement, or operability of the equipment, until such a time the equipment is restored to a condition acceptable to Company.

CUSTOMER RESPONSIBILITIES

in order to permit Company to properly perform the services included in this agreement. Customer agrees:

- To provide reasonable and timely access to all equipment covared in this Agreement.
- To allow Company to start and stop equipment, as necessary.

EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT INWORKMANISHIP OR MATERIALS.

Unless otherwise included in this Agreement, to provide water treatment, as appropriate, for the proper functioning of the equipment covered in this Agreement.

To provide proper disposition of used oil and contaminated refrigerant in accordance with applicable laws and regulations.

e. That the Company's responsibility for replacement refrigerant under the Agreement shall not exceed ten percent (10%) of the rated system charge per year. Customer shall be responsible for the cost of any additional replacement refrigerant.

LIMITATIONS OF LIABILITIES

Company shall not be liable for personal injuries or property damage arising from causes beyond its reasonable control or without its fault or negligence. Nor shall Company be liable for any delay or default in performing hereunder if such delay or default is caused by any condition or circumstance beyond Company's reasonable control, such as, Eut not limited to, governmental restrictions, strike's or other labor troubles, acts of God, interruption or pregularities in electrical power or telephone services, embargoes, or unavailability of materials or parts.

in no event shall Company liability for direct or compensatory damages exceed the payments received by Company from Customer under this contract, nor shall Company be liable for any special. indirect, consequential or incidental damages of any nature. The forgoing limitations on damages shall apply under all theories of liability or causes of action, including but not limited to contract warranty, tent (including negligence) and strict liability and shall inure to the benefit of Company's suppliers and subcontractors.

WARPANTY

Company warrants that the work performed hereunder shall be done in a workmanlike manner and that all Company manufactured parts and components shall be free from defects in workmanship and materials. This warranty shall be effective for a period of ninety (90) days from the date the work is done or the part or component is installed or until the date on which this Agreement terminates, whichover first occurs. The Customer's remedy, should any breach of the warranty occur, shall be for the Company to re-perform defective work or to repair or replace, at Company's option, any participants components which are shown, to Company's satisfaction, to be defective, provided that Customer gives Company notice promptly upon discovery of the defect. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTES CONTAINED HEREIN SET FORTH CUSTOMER'S SOLE AND

IERMINATION

Company may terminate this Agreement upon written notice to Customer in the event that (1) any sums or monies due may beyable under this Agreement are not paid when due; or (2) alterations, additions, repairs are made to covered equipment by others. Either party may terminate this Agreement upon the anniversary fall of this Agreement provided that written notice of such termination is received by the other party at least thirty (30) days prior to the anniversary date. Neither party shall be liable to the other party of account expense of such termination at the anniversary date.

DISPUTES CHOICE OF LAW AND COSTS

This contract shall be deemed to have been extered into and chall be governed by the distance of the Commenced Arbitration Rules of the American Arbitration. End any judgment upon the award rendered by the arbitration, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration. Association, the parties agree that in any arbitration each shall be entitled to discovery the other party as parties. The parties agree that in any arbitration each shall be entitled to discovery the other party as provided. However, that any such discovery that commercial Arbitration Rules of Civil Procedure; provided, however, that any such discovery that commercial Arbitration Rules of Civil Procedure; provided, however, that any such discovery that commercial arbitration is the event to becomes necessary for Commercial Arbitration and the parties of Civil Procedure; provided, however, that any such discovery that commercial arbitration is the event to becomes necessary for Commercial Arbitration and the parties of Civil Procedure; provided, however, that any such discovery that are considered within four (4) months from the date the Dementiles of discovery. shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. In the event it becomes necessary for Company to incur any costs of expenses in the collection of transfer due from Customer, or to enforce any rights or privileges hereunder, Customer shall, upon demand, reimburse Company for all such costs and expenses fincluding. borror infilled to reasonable administs less). Actions by Company to collect mories due to ander this contact may be brought in any count of competent strissfellon in figure arbitration.

All claims arising out of or relating to the performance or non-performance of this contract must be commenced within one (1) year from the date the claim arose. Failure of either party to comply with this limitation shall constitute a voluntary and knowing waiver of such claims.

ENTIRE AGREEMENT

When executed by the parties and approved by Company's authorized representative. this Agreement contains the antire agreement between the parties with respect to the services covered herein. No other representations, warranties, or statements (whether expressed in customer's purchase order or otherwise), shall be binding upon Company unless expressly agreed to in writing by Company's authorized representative,

YORK INTERNATIONAL PREV. NATIVE MAINTENANCE AGREEMENT (York Contributed Chiller and associated cooling tower at Jackson Square)

WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year NNY L. KOLHAGE, CLERK MARION GAIL BOSSE MY COMMISSION # CC 835178 EXPIRES: September 10, 2003
Bonded Thru Notary Public Underwriters BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA BY Mayor/Chairperson